

## **Indian Bank – Mastercard – Go Cashless Campaign T&Cs**

### **Eligibility**

The campaign is open to Indian Bank customers holding a Mastercard Debit Card and fulfilling the below criteria:

- Have used the debit card at least once for ATM transactions from 1st October 2022 to 31st March 2023, AND
- Have not used their debit card for any POS OR e-com transactions from 1st October 2022 to 31st March 2023

### **Offer Construct**

To qualify for the offer:

- Spend minimum cumulative amount of Rs 2,500 during the campaign period and top 4,000 spenders will get Rs 250 gift voucher
- These transactions may be made across physical stores (POS) and online merchants (E-com) using their Indian Bank Mastercard Debit Cards

### **Campaign period**

5th May 2023 to 20th June 2023

### **Important Terms & Conditions**

- Debit Cards to be used only on POS & E-commerce sites/E-commerce Apps
- Total spends on successful POS & E-com transactions using Indian Bank Mastercard Debit Card will be considered, the same would be net of refunds, fraudulent/chargeback transactions.
- ATM transactions, Card to Card transactions, Internet Banking, Cash at POS etc. will not be eligible for this program.
- Winners will be notified within a maximum of 90 days from the end date of the offer
- In case of tie between the top spenders, cards having greater no. of POS & E-com transactions will be declared eligible.
- Cardholders who use their Indian Bank Mastercard Debit Card during the offer period at POS & E-com from 5<sup>th</sup> May 2023 – 20<sup>th</sup> June 2023 and spend minimum of Rs. 2,500, will be eligible to qualify for the campaign. The top 4,000 spenders will be entitled to receive Rs. 250 gift voucher.
- Gift vouchers will be from leading eCommerce player.
- The gift vouchers are to be availed as per the described partner terms and conditions and by following the process described at [www.indianbank.in](http://www.indianbank.in)
- Notification and winner details will be sent through the email ids or SMS registered with the bank at the time of communication being sent.
- The Prizes and any component thereof cannot be transferred or exchanged or redeemed for cash, credit or any prizes and other items in part or in whole. The Prizes may be subject to additional terms and conditions accompanying them (if any). Indian Bank may, at its sole discretion, at any time and without prior notice, replace or substitute any Prize or any component or item of any Prize with another component or item of a similar value.

- Claiming procedures for the Prizes are subject to the requirements set out by Indian Bank and/or its merchant partner, which requirements will be communicated to the winners or displayed on bank's website.
- As required, Indian Bank may choose to extend the promotion period.
- Participation in the Campaign by the Customer(s) is on a voluntary basis.
- In all matters relating to the campaign, the decision of Indian Bank shall be final and binding in all respects.
- Indian Bank shall not in any way be deemed to be making any representation whatsoever about the usefulness, worthiness, quality and/or character of the Reward Incentive provided under the Campaign and shall not be responsible in any way whatsoever for the same. The existence of a dispute with respect to, if any, regarding the usefulness, worthiness, nature and/or quality of Product or other Services provided by Indian Bank shall not constitute a claim against the Bank.
- Any tax or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, which may arise or accrue to the Customers due to provision of the Offer, shall be to the sole account of Customer/s. Tax deducted at source, if any, on the Monetary value of the Offer shall be payable by Customer/s.
- Indian Bank and Mastercard shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any Products or Services availed by the Customer/s under this campaign.
- Indian Bank reserves the right to disqualify the Customer/s from the benefits of the Offer if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Campaign.
- Indian Bank and Mastercard shall not be held liable for any delay or loss that may be caused in delivery of the Product/ Services.
- If the Customer ceases to be a Customer at any time during the currency of the Campaign Period, all the benefits under the Offer shall lapse and shall not be available to the Customer.
- The Campaign cannot be clubbed with any offer(s) or promotion(s). Indian Bank has the right to withdraw the Campaign without any prior notice.
- Indian Bank and Mastercard reserves the right to modify/ change all or any of the terms and conditions contained herein as per its discretion without assigning any reasons or without any prior intimation/notice whatsoever. Indian Bank and Mastercard also reserves the right to discontinue the /Campaign without assigning any reasons or without any prior intimation whatsoever. Indian Bank and Mastercard will not be liable in any manner whatsoever for any loss/ damage /claim/injury that may arise due to withdrawal or change in the terms and conditions of the Campaign or discontinuation of it.
- Employees of Indian Bank are not eligible to participate in the offer.
- The offer under the campaign is subject to applicable Indian laws and such other terms and conditions as may be stipulated by Indian Bank. The Offer is not available wherever the same is prohibited and/or cannot be offered or for any reason whatsoever. All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Mumbai. However, Indian Bank reserves the right to approach any other court or tribunal of competent jurisdiction.
- By participating in the Campaign, each Participant fully and unconditionally agrees to these terms and conditions and accepts that the decision of Mastercard and Indian Bank regarding the Campaign and all

matters related to or connected with it, including, without limitation, the interpretation of these terms and conditions, is final and binding and no queries shall be entertained. In the event all or any of these terms and conditions are not acceptable to a Participant, such Participant should not participate in the Campaign, notwithstanding the offer. These terms and conditions shall be binding on the Participants.

- No representation or warranty of any kind is given by Mastercard as to the rewards offered under the Campaign and all liability of any kind whatsoever is excluded to the full extent permissible by applicable law. In the event legislation mandates conditions or warranties which cannot be excluded, restricted, or modified except to a limited extent, then to the extent permitted by law, Indian Bank's liability is limited to, at its option to provide replacement of the reward or any component or item thereof or the supply of an equivalent prize. For all risks associated with the use and redemption of the rewards, Mastercard and their respective directors, officers, employees, and agents shall not be liable to the winners or their companions (if any) under the Campaign or any other person for any deficiency, delay, omission or failure related to or connected with Campaign or the Prizes or any component or item thereof.
- To the full extent permitted by applicable law, each Participant shall not have any claim whatsoever against any member of Mastercard and their respective directors, officers, employees and agents in respect of any action, proceeding, judgment, damage or loss (including, without limitation, incidental, punitive, consequential, special, direct or indirect damages, loss of profits, loss of business, loss of business opportunity or economic loss), expense, injury (including, without limitation, death or personal injury), damage to property or liability suffered or incurred by the Participant (including any companion of the winner) or any other person arising from or in connection with:
  - such Participant's participation in the Campaign;
  - collection, receipt, redemption, use or misuse of any rewards or any component or
  - item thereof by such Participant and/or any other person;
- Each Participant shall indemnify and hold the Mastercard and their respective directors, officers, employees and agents harmless from and against any and all claims (including, without limitation, claims for negligence), liabilities, suits, damages, judgments, costs and expenses (including, without limitation, attorney's fees) and all losses and expenses resulting or arising from or connected with any claims or actions by any third parties against Mastercard or any entity therein or their respective directors, officers, employees and agents due to any default, act, omission or negligence of such Participant, including, without limitation, default in complying with these terms and conditions or any violation of any applicable law, rules and regulations by such Participant.
- Mastercard and their respective directors, officers, employees and agents shall not, to the full extent permissible by applicable law, be liable in any way whatsoever in respect of any of the following: -
  - lost, late, misdirected, intercepted, undelivered, rejected, blocked or deleted entries, notifications, postings, correspondences or transaction postings;
  - any reward or any component or item thereof that is damaged, defaced, illegible, lost, stolen or otherwise not used;
  - inaccurate information provided by the Participant, howsoever caused;
  - the suspension, cancellation or termination of the Campaign for any reason whatsoever;
  - virus or other corruption, technical or mechanical error or failure, human error, negligence or unauthorized human intervention in any part of the entry process, the winners' selection or determination process, or the operation or administration of the Campaign;

- technical or mechanical errors related to computers, servers, mobile phones, satellites, telephone lines, network lines or any other equipment;
  - any action, proceeding, judgment, liability, loss, injury, claim or damage (including, but not limited to, incidental, punitive, consequential, special, direct or indirect damages or losses, loss of profits, loss of business, loss of business opportunity, economic loss), expense, death and personal injury incurred or suffered by any Participant or any other person which may be caused, directly or indirectly, in whole or in part, from (i) any participation in the Campaign; (ii) the collection, receipt, redemption, use or misuse of any reward or any component or item thereof; or (iii) the travel to and from any venues or locations associated with any reward or any component or item thereof.
  - Mastercard accepts no responsibility for any tax implications that may arise from any reward or any component or item thereof or the claiming, redemption and use thereof. Any tax filing obligation or any tax, rates or fee payment due to any authority as a result of the participation in the Campaign by a Participant or the collection, redemption, receipt or use of any reward or any component or item thereof remains the sole responsibility of the winner thereof. It is the responsibility of each winner to seek independent advice on the possible implications this may have on his/her own financial situation.
  - The Campaign is subject to all applicable laws and regulations. In the event Mastercard and Indian Bank are prevented from continuing with the Campaign or the integrity and/or feasibility of the Campaign is undermined by any event beyond the control of Mastercard and Indian Bank, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, breakdown in equipment, technical failures or other cause not reasonably within the control of Mastercard, Mastercard and Indian Bank shall have the right, in its sole and absolute discretion, to abbreviate, modify, suspend, cancel or terminate the Campaign without any further obligation.
-